

Exhibit B

OPTION TO LEASE

This Option to Purchase (the Option) is dated _____, 2015, by and between the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia, in its proprietary capacity, and not in its governmental or regulatory capacity, whose business address is 12000 Government Center Parkway, Fairfax, Virginia 22035 (Landlord) and Wesley Lewinsville Limited Partnership, a Virginia limited partnership, whose business address is 5515 Cherokee Avenue, Suite 200, Alexandria, Virginia 22312 (Tenant).

WHEREAS, Landlord owns certain real property identified as Fairfax County Tax Map Section 30-3, Double Circle 1, as parcel 42 located at 1609 Great Falls Street in Fairfax County, Virginia and intends to lease a portion of that real property, such portion of the real property (the Premises) being more particularly identified on Exhibit A, attached hereto and made a part hereof;

WHEREAS, in order to finance in part the design, development and construction of an affordable housing senior living facility, which will include eighty-two (82) residential units and other related facilities (the Project), Tenant shall apply for tax credits (Tax Credits) pursuant to the Virginia Housing Development Authority's 2015 Federal Low Income Housing Tax Credit Program Application (the Application);

WHEREAS, Landlord wishes to grant Tenant an option to lease the Premises under a long-term ground lease, the form of which has been agreed to by Landlord and Tenant (the Ground Lease) and Tenant wishes to accept the option.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows::

1. Grant of Option. Landlord, upon receipt of an award of tax credit allocation by Tenant and in consideration of \$1.00, which shall be non-refundable, paid by Tenant to Landlord, receipt of which is hereby acknowledged, grants to Tenant the exclusive right and option to lease on the following terms and conditions. In the event that Tenant does not receive an award of tax credit reservation pursuant to the Application by the Expiration Date (defined below), this Option will automatically terminate.

2. Option Period. The term of this Option shall commence on the date first written above and continue until 5:00 p.m. on September 15, 2015 (the Expiration Date). In the event the Application is not approved for Tax Credits on or before the Expiration Date, Tenant shall have the one time right to re-apply for Tax Credits in calendar year 2016 by sending written notice to Landlord and, in such event, this Option shall remain in full force and effect until the earlier of (i) Tenant is awarded a reservation of Tax Credits necessary for

Tenant to finance the Project; or (ii) September 15, 2016 (such later date being, the Extended Expiration Date).

3. Ground Lease. Tenant shall be permitted to assign and encumber its leasehold interest under the Ground Lease as security for debt financing for the Project. This Option shall not be recorded; however, the Ground Lease or a memorandum thereof is expected to be recorded or memorialized in the appropriate office of public records, in accordance with the laws of the Commonwealth of Virginia. All costs of transfer and such recordation will be borne by Tenant. The Ground Lease shall be for a term of and in accordance with the terms set forth in Exhibit A (subject to any changes agreed to by Landlord and Tenant, if any).

4. Exercise of Option. Tenant may exercise this Option by giving Landlord written notice, signed by Tenant, on or before the Expiration Date (or Extended Expiration Date, if applicable).

5. Proof of Title. Tenant may, at Tenant's expense, obtain a title commitment for the issuance of a leasehold insurance policy for the Premises. Tenant shall deliver a copy of any such commitment to Landlord.

6. Failure to Exercise Option. If Tenant does not exercise this Option in accordance with its terms and before the Expiration Date (or Extended Expiration Date, if applicable), this Option and the rights of Tenant will automatically and immediately terminate without notice. In the event Tenant fails to exercise this Option, Landlord will retain the sum paid as consideration for this Option.

7. Notices. All notices provided for in this Option will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.

8. Binding Effect. This Option will be binding upon and inure only to the benefit of the parties to it.

[Signature Page Follows]

In witness whereof, Landlord and Tenant have executed this Option on the date first written above.

LANDLORD:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, acting in its proprietary capacity and not in its governmental or regulatory capacity

By: _____
Edward L. Long, Jr.
County Executive

TENANT:

WESLEY LEWINSVILLE LIMITED PARTNERSHIP,
a Virginia limited partnership

By: Wesley LV GP, LLC,
its General Partner

By: Wesley Housing Development Corporation of Northern Virginia,
Its Sole Member

By: _____
Shelley Murphy, President/CEO

EXHIBIT A
Description of the Premises

[see attached]